

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Interest pursuant to the Revolving Credit Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dayton Superior Corporation		02/27/2008	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Administrative Agent and Collateral Agent		
<b>Street Address:</b>	600 Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 71</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1452916	A	
Registration Number:	2877957	AHT MASTER	
Registration Number:	1695347	ALL-PATCH	
Registration Number:	2536888	AMERICAN HIGHWAY TECHNOLOGY	
Registration Number:	2927934	AQUAFILM	
Registration Number:	2026640	AZTEC	
Registration Number:	2026641	AZTEC	
Registration Number:	2477213	BAR LOCK	
Registration Number:	2595674	BAR X-L	
Registration Number:	1500540	BOND TECH	
Registration Number:	2735088	BRACE-RITE	
Registration Number:	1453913	C	
Registration Number:	2136857	CASTLE CHAIR REBAR SUPPORTS	
Registration Number:	3333416	COLLEGE OF KNOWLEDGE	

CH \$1790.00 1452916

900100653

**TRADEMARK**  
**REEL: 003731 FRAME: 0569**

Registration Number:	1695161	CONPLATE
Registration Number:	1749695	CONSHAKE
Registration Number:	1872124	CONSPEC
Registration Number:	1687147	CONSPEC 100
Registration Number:	1747797	CONSPEC ENDURO 50
Registration Number:	2770741	CONSPECIFIER
Registration Number:	1177246	DAY-CHEM
Registration Number:	1287643	DAYTON SUPERIOR
Registration Number:	2158144	DAYTON SUPERIOR
Registration Number:	2619423	DAYTON/RICHMOND
Registration Number:	2686409	DESIGNFAST
Registration Number:	1082553	DUR-O-EYE
Registration Number:	0574351	DUR-O-WAL
Registration Number:	1239157	DUR-O-WEB
Registration Number:	2658475	EDOCO
Registration Number:	1273527	ELASTO-TEX
Registration Number:	1517188	ESCO
Registration Number:	1511787	E-Z CHAIR
Registration Number:	1481622	FLEX-FORM
Registration Number:	3054460	FORMC@D
Registration Number:	2662602	GR
Registration Number:	1538915	GYRO LIFT
Registration Number:	2301428	GYRO TILT PLUS
Registration Number:	2884723	HOLZIN
Registration Number:	3259224	IRONSHINE
Registration Number:	0846110	JAHN
Registration Number:	0751913	JAHN
Registration Number:	0696623	LADUR TYPE
Registration Number:	1082552	LADUR-EYE
Registration Number:	1397671	LEVELAYER
Registration Number:	0728771	MAGIC KOTE
Registration Number:	1912991	MAX-A-FORM
Registration Number:	1157317	MAX-A-PLY
Registration Number:	1934555	
Registration Number:	1871332	POLYTITE

Registration Number:	2308754	PRISON-LOC
Registration Number:	1246732	RESI-CHEM
Registration Number:	0745290	S
Registration Number:	0760829	S
Registration Number:	1280346	S
Registration Number:	1450350	S SOUTHERN CONSTRUCTION PRODUCTS, INC.
Registration Number:	3129235	SL
Registration Number:	0899048	SNAPPLUGS
Registration Number:	2956123	SPECIAL PATCH
Registration Number:	2824356	SPECLINK
Registration Number:	2808952	SPEED STEP
Registration Number:	2879951	STAR
Registration Number:	3141157	STAR
Registration Number:	1100771	STEEL-PLY
Registration Number:	0798721	SURE-GRIP
Registration Number:	1768658	SURE-GRIP
Registration Number:	2388601	SURE-STRESS
Registration Number:	1009108	SWIFT LIFT
Registration Number:	1254958	SYMONS
Registration Number:	1277614	THRIFT KOTE
Registration Number:	2684897	UTILITY ANCHOR
Registration Number:	0981820	VERSIFORM

#### CORRESPONDENCE DATA

Fax Number: (404)572-5134  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-572-4691  
 Email: jhannon@kslaw.com  
 Correspondent Name: James M. Hannon  
 Address Line 1: 1180 Peachtree Street  
 Address Line 2: King & Spalding LLP  
 Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09631.009042
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/

Date:

03/04/2008

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 3, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement referred to below).

## WITNESSETH:

WHEREAS, pursuant to the Revolving Credit Agreement, dated as of March 3, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement and the security interests and lien granted pursuant hereto shall terminate upon termination of the Guaranty and Security Agreement. Upon written request of the Grantor, the Administrative Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interests in the Trademark Collateral under this Trademark Security Agreement.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

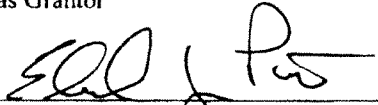
Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DAYTON SUPERIOR CORPORATION  
as Grantor

By   
Name: Edward J. Puisis  
Title: Executive VP & CFO

[SIGNATURE PAGE TO REVOLVING CREDIT AGREEMENT TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Ohio  
COUNTY OF Montgomery ss.

On this 27 day of February 2008 before me personally appeared Edward J. Pucis, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Regta Superior Corp. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Linda M. Logan  
Notary Public

LINDA M. LOGAN, Notary Public  
In and for the State of Ohio  
My Commission Expires Nov. 20, 2010




[ACKNOWLEDGEMENT OF GRANTOR FOR THE REVOLVING CREDIT AGREEMENT TRADEMARK  
SECURITY AGREEMENT]



ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Administrative Agent

By   
Name: Stuart D. Aronson  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO REVOLVING CREDIT AGREEMENT TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I  
TO THE  
TRADEMARK SECURITY AGREEMENT**

**U.S. TRADEMARK REGISTRATIONS**

<u>Trademark</u>	<u>Registration No.</u>	<u>Serial No.</u>
A	1452916	73643458
AHT MASTER	2877957	78136567
ALL-PATCH	1695347	74071304
AMERICAN HIGHWAY TECHNOLOGY	2536888	75121051
AQUAFILM	2927934	78358067
AZTEC	2026640	74731778
AZTEC (Stylized)	2026641	74731779
BAR LOCK	2477213	75756367
BAR X-L	2595674	76144528
BOND TECH	1500540	73684799
BRACE-RITE	2735088	75904390
C	1453913	73641698
CASTLE CHAIR REBAR SUPPORTS & DESIGN	2136857	75184331
COLLEGE OF KNOWLEDGE	3333416	77027357
CONPLATE	1695161	74071303
CONSHAKE	1749695	74256043
CONSPEC	1872124	74365442
CONSPEC 100	1687147	74071305
CONSPEC ENDURO 50	1747797	74071306
CONSPECIFIER	2770741	76272713
DAY-CHEM	1177246	73284292
DAYTON SUPERIOR & Design	1287643	73399517
DAYTON SUPERIOR & DESIGN	2158144	75138973
DAYTON/RICHMOND	2619423	75891252
DESIGNFAST	2686409	76409030
DUR-O-EYE	1082553	73125185
DUR-O-WAL	574351	71629826
DUR-O-WEB	1239157	73262400
EDOCO	2658475	76272191
ELASTO-TEX	1273527	73415134
ESCO	1517188	73675860
E-Z CHAIR	1511787	73683615
FLEX-FORM	1481622	73676415
FORMC@D	3054460	78554328
GR	2662602	76332167
GYRO LIFT	1538915	73746256
GYRO TILT PLUS	2301428	75413784
HOLZIN	2884723	76361416
IRONSHINE	3259224	78567360

<u>Trademark</u>	<u>Registration No.</u>	<u>Serial No.</u>
JAHN	846110	72264561
JAHN & DESIGN	751913	72149581
LADUR TYPE	696623	72074165
LADUR-EYE	1082552	73125184
LEVELAYER	1397671	73543931
MAGIC KOTE & Design	728771	72104341
MAX-A-FORM	1912991	74561867
MAX-A-PLY	1157317	73233405
MISC DESIGN (CONSPEC DESIGN)	1934555	74365633
POLYTITE	1871332	74492193
PRISON-LOC	2308754	75524646
RESI-CHEM	1246732	73335067
S AND DIAMOND DESIGN	745290	72139695
S AND DIAMOND DESIGN	760829	72135920
S AND DIAMOND DESIGN	1280346	73397574
S SOUTHERN CONSTRUCTION PRODUCTS, INC. & Design	1450350	73624807
SL	3129235	78664181
SNAPPLUGS	899048	72342932
SPECIAL PATCH	2956123	78358043
SPECLINK	2824356	76260739
SPEED STEP	2808952	75921825
STAR	2879951	76361412
STAR LOGO	3141157	78420852
STEEL-PLY	1100771	73157401
SURE-GRIP	798721	72205043
SURE-GRIP	1768658	74161032
SURE-STRESS	2388601	75611092
SWIFT LIFT	1009108	73028742
SYMONS	1254958	73314790
THRIFT KOTE	1277614	73389613
UTILITY ANCHOR	2684897	76264829
VERSIFORM	981820	72449879

## U.S. TRADEMARK APPLICATIONS

None